

1895-032 Chancery Cause: William Hall vs. Charles Short &
Lee Co.

Pennington Gap Improvement Co.]

CA-Contract Dispute
T-Property
Migration

To the Hon. Wm. T. Miller, Judge of the Circuit Court of Lee County:

Humbly complaining, your orator, Wm. McHall, would respectfully represent unto your honor, that heretofore, to-wit, on the 28th. day ~~of~~ August, 1891, he bought of the Pennington's Gap Improvement Company, a corporation, a certain lot of land, lying and being in Lee County, Va., and in the town of Pennington Gap, and known on the plat and plan of the said town as lot number six, in block number twenty-six, and fronts on Oak-wood Avenue fifty feet and runs back two hundred feet; that he was to pay \$350.00 for the said lot, and ~~of~~ that sum he paid down \$116.67, and executed his notes for the residue payable in one and two years bearing interest from the date of purchase; that when he bought said land said Company executed to your orator a title bond for the title thereto; that soon after your orator bought said land he built on it a fair house, and then took possession of the same; that after living in on said lot for some time your orator sold said lot and all of its improvements to Charles and W. J. Short for the sum of \$: that there is still due your orator from the said Shorts the sum of \$350.00 evidenced by two notes, one signed by both ~~of~~ the said Shorts and for \$310.00 and due May 13th. 1894 and the other for \$40.00 and signed by the said Charles Short, ^{only} subject to a credit of \$25~~00~~, as of May 19th 1893; that he signed over to the said Shorts his title bond at the time he sold them the said lot, and put them in the possession of the same; that they have only paid your orator on the said notes the sum of \$25.00 as aforesaid; that some time after your orator sold the said lot to the said Shorts, they abandoned the same and it is now unoccupied; that they are now both residents of the State of Kentucky; that your orator still owes the said Pennington's Gap Improvement Company the said deferred payments on the said lot; that these deferred payments amount to \$235.33 with interest thereon from the 28th. day of August, 1891.

The premises considered your orator is advised that he has a lien on the said house and lot for his money yet due thereon, and that also the said Pennington's Gap Improvement Company has a lien on the same lot for the balance due it on the said lot, which is a prior lien

to that of your orator. There are no other liens than these two mentioned on the said lot. Now the prayer of your orator is that the said W. J. Short and Charles Short and the Pennington's Gap Improvement Company be made parties defendants to this bill of complaint, and that they be required to answer the same on oath fully and completely; that the said lot be decreed to be sold in order to discharge your orator's said debt against the said Shorts and the said Company, and that order of publication be made against the said defendants Charles and W.J.Short, and that all other and farther relief be granted to your orator that good conscience may require, and he will ever pray etc.etc. May Spa. issue etc.etc.

Pennington Bros. p.q.

Wm Mc Hall

vs. } Bill In Chancery
Lehas, Shook & Co

1894 2nd September Rules bill
filed Sumo Executed
by Decree nisi
" 1st October Rules Decree
nisi Confirmed and
Cause set for hearing
by Plaintiff.

Nov Term Decree
Continued

1895 March Term Contd

" June Term Decree
final see Chy
Order Book Page
206

Plffs Costs C 6.36
atty 15.00
Estimated 5.00
\$26.36

William McHall, et al Complainants,

vs.

In Chancery

Chas Short et al. Defendants.

This cause came on this day to be again heard upon the papers formerly read thereon and the report of Special Commissioner R.L.Pennington, appointed on yesterday to execute a deed to the land sold in this case and purchased by the Pennington Gap Improvement Co., and was argued by counsel. Upon consideration of which, and the said report of the said Commissioner Pennington being unexcepted to ~~the xxxxxxxxxxxxxxxx~~ ~~xxxxxxx~~, it is adjudged, ordered and decreed that the same be and is hereby confirmed, and that for the said Penningtons services the said Pennington Gap Improvement ~~xx~~ shall pay to the said Pennington the sum of \$5.00, upon the payment of which and not before the ~~said~~ clerk of our said court shall deliver to the said Pennington Gap Improvement co. the said deed. And therebeing nothing further to be done in the said cause the same is stricken from the docket.

7th M^o M^o Hall et al

vs. 3^d Decme Juiss

Chas Stark et al.

Recorded in
Chancery Order
Book
Page 206

Under This file
7th 1895
M L M

Wm. M. Hall Compt.

vs.

Chas. Shook et al

In Chanc

This cause came on again to be heard upon the papers formerly read therein and the report of sale made by Commr. W. H. Pennington, on & filed in said cause on the 10th day of May, 1895, and was argued by Counsel. On consideration of all which and there being no exceptions to said report & sale, it is adjudged, ordered and decreed that ^{they} be and are hereby confirmed unto the Pennington Gap Improvement Company; and it appearing that the sale money, outside of the costs of suit which has been paid by said Company, is all and that it is entitled to a deed to it & is to be going to said Company, it is further adjudged, ordered and decreed that R. L. Pennington who is hereby appointed a special Commr. for the purpose well as soon as practicable, with covenants of special warranty, make to said Pennington's Gap Improvement Co. a deed to the ^{mentioned} lot of land and premises in said cause, conveying all the interest both legal and equitable

Wm. M. Hall

vs. Green

Chas. Shook & al.

O. B.

Page 202.

Entered this
June 6th 1895.
M. J. M.

which said plaintiff and defendants,
Chas. & H. J. Shook ^{or either of them} may have in
and to the said lot of land; and
he will report his action to a fu-
ture day of this term of the
Court, until which time this
cause is continued.

Wm McHale Complt.

vs.

Charles Short et al Defs.

In Chancery

This Cause came on this day to be heard upon the bill of the Complainant, and exhibits filed therewith. On consideration of all which and ~~for reasons~~ ^{it} appearing to the Court, that process has been only served on the Defendants, Chas. and Wm. J. Short, and accepted as to the Def. Pennington Gap Improvement Company, and they each failing to appear and plead, on Motion of said Complainant his said Bill is taken for confessed. And thereupon it is adjudged, ordered and decreed that the Pennington Gap Improvement Company recover from the said Wm McHale the sum of \$233.33 with legal interest thereon from the 28th day of August 1891 till paid, and which sum of money the Court doth adjudge to be on first and ^{second} priority ~~lien~~ on the lot of land in said bill mentioned; and that the said Wm McHale recover from the said Wm. J. and Charles Short the sum of \$310.00 with legal interest thereon from the 13th day of May, 1894 till paid and the Costs of

this suit; and that the said H^{on}. M^{rs}.
Hall recover from the said Charles
Short the sum of \$40⁰⁰ with legal
interest thereon from the 25th day of
December, 1893, till paid, subject
to a credit of \$25⁰⁰ as of May
19th 1894, which last two sums
of money the Court doth ad-
judge to be a second lien on
the lot of land in said Cause
mentioned. And it is further
adjudged, ordered, and decreed that
unless said Hall shall pay to the
said Pennington Gap Improvement
Company said sum of money and its
interest, and that said Short shall
pay to said Hall said sum of
money & interest decreed to him
as aforesaid, and the Costs of
this suit ~~that~~ within 30 days from
this day, then E. W. Pennington, who
is hereby appointed a special
Commissioner for the purpose, after
advertising the time and terms and
place of sale for 30 days at the
front door of the Court House
of Lin County, and at the Post
Office in the Town of Pennington
Gap, Lin Co., Va., and at such other
places as he may think proper by
posting written or printed advertise-
ments, at public outcry, to the

best and highest bidder offer the
house and lot in said bill and
proceedings mentioned for sale
He shall at such sale require
of the purchaser \$100⁰⁰ Cash and
a sum sufficient to pay the costs
of suit and commissions of sale to be
paid down to him, and the residue
on a credit of ~~six~~ twelve ~~months~~
^{four} months time; for which
deferred payments he will take bonds
bearing interest from date of sale
and with approved personal se-
curity payable to himself, which
sums of money he will when due
collect and pay over to the
said Company first and then to
said Hare their respective said
debts and interest, and the resi-
due if any thing he will pay to the
said Chas. Short. But before
the said Pennington shall undertake
to execute the terms of this decree
he will execute bond before the
clerk of this Court in a penalty of
\$1000⁰⁰ Conditioned as the law
requires in such cases. And
he will report his action to Court,
until which time this Cause is con-
tinued.

Wm M^d Hall

vs { decree No. 1

Chas. & Wm J. Short et al

Entered in vol by
Order Book

Page 98

Enter this

Nov 4 1894

M. L. M.

To the Hon^{ble} Wm J. Miller, Judge of the
Circuit Court for Lee County.

Whereas on the 6th day of
June, in an order entered in the
case of Wm M. Hall and others vs.
Chas Stark the undersigned was
appointed as special Commissioner
to convey a tract of land sold by
E. H. Pennington Commissioner in the
said case, & bid in by the Pennington
Gap Imp Co. to the said Company.
In pursuance of the said order
your Commissioner appointed as
of said has executed & acknowledged
get the said deed, which he here
exhibits with this report, all
of which is respectfully submitted
Robt L. Pennington.

Wm. M. Hall & Co

N. Y. { Coni's Repair

Chas. Short. & Co.
~~~~~



9-11-15

W. H. Huntington.

1890

\_\_\_\_\_

W. W. Pummington.  
Special Comm.



Received of E W Pennington Comr. in the  
within Cause \$708 Seven dollars & Eight cents  
The amount the full of my fees in this Cause  
this the 13<sup>th</sup> day June 1895.

A B Munsey Clerk

Rec'd. of E. W. Pennington Comr. in this Cause  
fifteen dollars atty. fee taxed in this Cause  
this June 13/95.

Pennington Bros.  
attys

Retained for commission on sale \$10.00

E. W. Pennington, Comr.

Wm W. J. Tall  
vs  
Report of sale

Libra. Short & Tal

Filed May 10<sup>th</sup> 1895.

A. B. Munsey  
Clerk



2000年12月10日 星期五

It seems you were at the same time as the other two, and you were the only one who was not at the same time as the other two.





By Dec 20/93

after date 2

promise to pay to the order of

~~E. W. BENNINGTON~~

Wm. M. Hall forty

Dollars and

       cents for value received, and as to this debt 2 hereby waive the benefit of my

Homestead Exemptions.

Witness my hand and seal. this the 13 day of May 1893.

Charles J. Short (SEAL.)

(SEAL.)



Booked the authors  
their copy the 19th 1893  
Booked the 11-5-11 at  
Nov 14/1893

\$18.20 dollar

5.00 50



\$310<sup>00</sup>

May 13<sup>th</sup> 1813

On your a/c<sup>ts</sup> date  
we promise to pay Thurs<sup>day</sup>  
Hall & his sundries and  
ten dollars, for purchase  
on L<sup>o</sup>. And as to the  
payment of this debt we  
hereby waive the benefit  
of the Homestead Law.

Witness our hands & seals

Witnessed by  
E. H. Pennington  
W. N. & Barrow

Chas<sup>h</sup> Short  
H. J. Short

Seal  
Seal



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$$\begin{array}{r} 42 \\ 8.19 \\ .05 \end{array}$$

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57.77

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$$\begin{array}{r} 285.10 \\ 26.36 \end{array}$$

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$$\begin{array}{r} 327.03 \end{array}$$

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\$ 116. 32

Pennington's Gap, Lee Co., Va., Aug 28th 1891

One year

after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

One Hundred and Sixteen & 32/100

DOLLARS,

negotiable and payable at Company's office, being the 1st

deferred installment of the purchase price of Lot No. 5, in Block No. 26,

Plat No. 3, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

William Mc. Hall

Due Aug 28 1892

Address,



\$ 116.33

Pennington's Gap, Lee Co., Va., Aug 28<sup>th</sup> 1891

Two years after date, with interest from date, I

promise to pay to the order of Pennington's Gap Improvement Company

One Hundred & Sixteen and  $\frac{33}{100}$  DOLLARS,

negotiable and payable at Company's office, being the 2<sup>nd</sup>

deferred installment of the purchase price of Lot No. 5, in Block No. 26,

Plat No. 3, of the town of Pennington's Gap, and I hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

William Mc. Hall

Due Aug 28 1893.

Address,



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*Chas. Skunk, W.D. Skunk*  
*The Pennington Gas Turb. Co. a corpor-*  
*ation organized and existing under*  
*the laws of the state of Va.*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *22<sup>nd</sup>* Monday in *September*, 189*7*, to answer a bill in Chancery,

exhibited against *you* in our said court by *Wm. M. Hall.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*27-* day of *July*, 189*7*, and in the 11<sup>th</sup> year of the

Commonwealth.

*A. B. Munsey* Clerk.  
*by S. V. F. Richmond DC*



Kentucky

Harlan County, to wit:

This day *W. H. Hall* personally appeared before me, a notary public in and for the county and State aforesaid, and made oath that he, on the *13<sup>th</sup>* day of August, 1894, did deliver a true copy of the within summons to each W. J. Short and to Charles Short. Given under my hand and seal this the *13<sup>th</sup>* day of August, 1894.

*L. S. Ward* Notary Public

Circuit Court.

To *2<sup>nd</sup> Sept 1894* Rules,

*Punnett vs. Short*

*Short*

VS.  
IN CHANCERY.

*Wm. M. Hall*

*L. W. Punnett, Gen. Manager, for the said  
Punnett Gap Improvement Company,  
says & hereby accept legal service  
of the within summons, this August  
15<sup>th</sup> 1894*

*L. W. Punnett  
Gen. Manager of  
said Company*



C 6.36  
 atty 15.00  
 Estimate 5.00  
 \$26.36

Mr. M. H. Hance.

vs. Bice & Lechman

Chas Short et al

Bid by P. G. L. Co.

for #327  
 April 15th 1895  
 B. H. P.

C \$6.36  
 15.00  
 Estimate 5.00  
 \$26.36

15.00  
 7.08  
 22.08  
 15.00  
 37.08

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